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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91181516
Party	Defendant Molnari, Inc.
Correspondence Address	NATALIE HARRELL LAW OFFICE OF ARTHUR M. DULA 3106 BEAUCHAMP ST HOUSTON, TX 77009-7206 UNITED STATES art@dula.com
Submission	Motion to Amend/Amended Answer or Counterclaim
Filer's Name	Art Dula
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Date	03/27/2009
Attachments	Blufin vs Molnari, Opposition No. 91181516, motion to amend and enclosures.pdf (12 pages)(161383 bytes)

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In the United States Patent and Trademark Office
Before the Trademark and Trial and Appeal Board

Request Under 37 C.F.R. §2.133 to Amend Class Descriptions After Publication Of The
Trademark During Opposition Proceeding

March 27, 2009

US Trademark Opposition No: **91181516**
Applicant's Trademark No. 77/059406

BLUFIN S. p. A vs. MOLNARI Inc.

Application Number: 77/059406
Mark: "Molnari winged lion"
Applicant: Molnari, Inc.
Filed: December 7, 2006

Request to Amend Classes

In the above-identified trademark application number 77/059406 the applicant Molnari, Inc., is party to a trademark opposition settlement agreement regarding trademark opposition number 91181516. The Trademark Trial and Appeal Board has granted the applicants motion to suspend proceedings pending settlement. The opposition settlement agreement terms comprise amending the class description scope for both of applicant's trademark applications, 78/733617 and 77/059406. The applicant has filed a petition to amend application 78/733617 with the United States Patent and Trademark Office. Please permit amendment and examination of the following trademark class amendments. A copy of the request has been served in the Opposer's Counsel

Amendments to Trademark Application Number 77/059406

Items to be deleted are displayed with ~~strike through~~.
Information to be added is displayed with underline.

IC 009 Goods & Services:

~~Eyewear accessories, namely straps neck cords and head straps which restrain eyewear from movement on a wearer;~~ Helmets for motorcyclists; ~~Motor cycle goggles;~~ Motor cycle helmets; Mouse pads; ~~Protective eyewear and component parts thereof;~~ Protective face-shields for protective helmets; Protective helmets; ~~Safety eyewear~~

IC 025 Goods and Services:

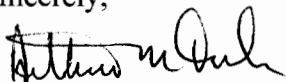
Bandanas; Beanies; ~~Gloves;~~ ~~Gloves including those made of skin, hide or fur;~~ Jogging suits; Motorcycle gloves; ~~Polo shirts;~~ Riding gloves; ~~Rugby tops;~~ ~~Shirts;~~ Short-sleeved or long-sleeved t-shirts bearing winged lion logo for use by company or franchise employees; Maintenance shorts bearing winged lion logo for use by company or franchise employees; Ski gloves; Snowboard gloves; ~~Sweat shirts;~~ ~~T-shirts~~

Enclosed please find:

a copy of the opposition settlement agreement for U.S. Trademark Opposition 91181516,
a copy of the grant of motion to suspend proceedings, and
a separate copy of the proposed amendments

Please call me if you have any questions.

Sincerely,



Arthur M. Dula
Patent Attorney
Law Office of Art Dula
3106 Beauchamp Street
Houston, Texas 77009

SETTLEMENT AGREEMENT

This Agreement is made this 14th day of January, ~~2008~~ ²⁰⁰⁹, between Molnari, Inc., a Delaware Corporation located and doing business at 6101 W. Plano Parkway, Suite 200, Plano, TX, 75093 (MOLNARI), and Blufin, S.p.A., a Limited Liability Company organized and existing under the laws of Italy, with offices located at Via G. Ferraris 13, 15, 15/A Carpi, Italy, 1-41012 (BLUFIN) (together, THE PARTIES). This Agreement is made to set forth the terms THE PARTIES have reached settling the controversy between them. In consideration of the mutual covenants contained herein, the parties agree as follows:

RECITALS

1. MOLNARI is the Applicant for various trademarks in the U.S., including two (2) with the "Winged Lion Logo" as shown below :



- a. MOLNARI with Winged Lion, Serial No. 78/713,617, filed October 14, 2005 ("the '617 Application").
- b. MOLNARI with Winged Lion, Serial No. 77/059,406, filed December 7, 2006 ("the '406 Application").

2. The '406 Application as filed lists wares that fall within seven (7) international classes of goods. Only the wares within the following two international classes of goods are the subject of this Agreement:
 - a. In International Class 009: Eyewear accessories, namely, straps, neck cords and head straps which restrain eyewear from movement on a wearer; Helmets for motorcyclists; Motorcycle goggles; Motorcycle helmets; Mouse pads; Protective eyewear and component parts thereof; Protective face-shields for protective helmets; Protective helmets; Safety eyewear
 - b. In International Class 025: Bandanas; Beanies; Gloves; Gloves including those made of skin, hide or fur; Jogging suits; Motorcycle gloves; Polo shirts; Riding gloves; Rugby tops; Shirts; Short-sleeved

or long-sleeved t-shirts; Ski gloves; Snowboard gloves; Sweat shirts; T-shirts

3. The '617 Application as filed lists wares that fall within thirteen (13) classes of goods. Only the wares within the following four classes of goods are the subject of this Agreement:
 - a. In International Class 009: Cases for spectacles and sunglasses; Frames for spectacles and sunglasses; Lenses for sunglasses; Sunglass lenses; Sunglasses
 - b. In International Class 014: Bracelets; Costume jewelry; Identification bracelets; Jewelry; Jewelry boxes of precious metal; Jewelry cases of precious metal; Jewelry chains; Jewelry findings; Jewelry for the head; Jewelry pins for use on hats; Jewelry watches; Lapel pins; Pins being jewelry; Rings being jewelry
 - c. In International Class 018: Briefcases; Key-cases of leather and skins; Leather; Leather and imitation leather bags; Leather bags for merchandise packaging; Leather bags, suitcases and wallets; Leather briefcases; Leather cases; Leather cases for keys; Leather handbags; Leather key cases; Leather key chains; Leather purses; Overnight suitcases; Small suitcases; Suitcases; Traveling cases of leather; Umbrellas; Wallets; Wallets with card compartments
 - d. In International Class 025: Belts; Bibs not of cloth or paper; Caps; Children's and infants' cloth bibs; Cloth bibs; Denims; Hat bands; Hats; Headgear, namely, hats, caps; Heavy jackets; Hoods; Jackets; Jerseys; Jogging pants; Leather belts; Leather jackets; Leather shoes; Light-reflecting jackets; Long jackets; Men and women jackets, coats, trousers, vests; Pants; Rubber shoes; Shifts; Shoes; Short sets; Shoulder wraps; Ski pants; Snow pants; Sweat pants; Tennis shoes; Ties; Tops; Track pants; Waterproof jackets and pants; Wraps
4. BLUFIN is the registrant and/or applicant of various trademarks in the U.S., including:
 - a. ANNA MOLINARI, Registration No. 1,621,908, registered November 13, 1990
 - b. ANNA MOLINARI, Serial No. 76/673,787, filed March 3, 2007.
5. BLUFIN has filed a NOTICE OF OPPOSITION in the USPTO, dated December 26, 2007, directed toward the '406 Application.
6. BLUFIN's NOTICE OF OPPOSITION stated a conflict only with classes 009 and 025 in the '406 Application. Through various conversations, THE

PARTIES have determined that classes 009, 014, 018, and 025 in the '617 application are also in conflict.

7. Both parties desire to avoid any likelihood of confusion between their respective goods.

TERMS

8. For each of the items listed in either the '406 Application or the '617 Application, MOLNARI shall only use the words "Molnari" in conjunction with the Winged Lion. The mark used shall consist of the Winged Lion Logo as filed with the USPTO, namely the Winged Lion with the word "Molnari" underneath.
9. MOLNARI shall submit Written Notification to BLUFIN with a copy to BLUFIN's Counsel of Record prior to filing any new trademark application containing the word "Molnari" that is intended to be filed listing any goods or services in International Classes 009, 014, 018, or 025.
 - a. The Written Notification shall state the proposed mark, provide a specimen of the proposed mark, provide a brief description of any drawings included with the mark, and provide a description of the proposed goods or services.
 - b. BLUFIN shall have sixty (60) days from the date of the Written Notification in which to raise objections to MOLNARI's proposed trademark application. Such objections must be submitted in writing to MOLNARI's Counsel of Record. If such objections are not timely received, BLUFIN shall be estopped from attacking the proposed mark that is the subject of the Written Notification or any pending application or registration that arises from it on the grounds of likelihood of confusion, dilution, false suggestion of a connection, deception, or any other causes of action based on the perceived similarities of the marks.
 - c. If it is determined that THE PARTIES cannot reach an agreement regarding the trademark(s) that is the subject of the Written Notification, the future non-agreement of the parties shall have no bearing on the enforceability or validity of this Settlement Agreement.
10. MOLNARI shall include the Winged Lion with any use of the word "Molnari" on any future trademark used on goods that fall within International Classes 009, 014, 018, or 025.
11. MOLNARI shall not contest BLUFIN's right to use the "Anna Molinari" trademark.

12. MOLNARI shall, within thirty (30) days of the effective date of this agreement, file an Amendment with the Trademark Trial and Appeal Board in accordance with 37 C.F.R. § 2.133. The Amendment shall reflect certain changes to the '406 Application and to the '617 Application. These changes are reflected in Appendix A. Appendix A is hereby incorporated into this agreement.
13. MOLNARI shall not pursue the federal registration of any trademark to be used on any item that is cancelled from either the '406 Application or the '617 Application in accordance with Appendix A.
14. BLUFIN shall within thirty (30) days of the effective date of this agreement, as set forth above, and subject to the entering of the Amendment described in paragraph 12 above, withdraw the NOTICE OF OPPOSITION to Application No. 77/059,406 *with prejudice*. Blufin shall effectuate this withdrawal formally by written statement to the U.S.P.T.O. Trademark Trial and Appeal Board, or by any other means necessary to effectuate such a withdrawal.
15. BLUFIN shall not file or cause to be filed any document with the United States Patent and Trademark Office that contests either the '406 Application or the '617 Application or any registration that may arise from either application on the grounds of likelihood of confusion, dilution, false suggestion of a connection, deception, or any other causes of action based on the perceived similarities of the marks.
16. MOLNARI shall not file or cause to be filed any document with the United States Patent and Trademark Office that contests BLUFIN's applications or any registration that may arise from any application on the grounds of likelihood of confusion, dilution, false suggestion of a connection, deception, or any other causes of action based on the perceived similarities of the marks.
17. BLUFIN shall not file or cause to be filed any document with any court of law in the United States that contests the validity of either the '406 Application or the '617 Application or any registration that may arise from either application on the grounds of likelihood of confusion, dilution, false suggestion of a connection, deception, or any other causes of action based on the perceived similarities of the marks.
18. MOLNARI shall not file or cause to be filed any document with any court of law in the United States that contests the validity of BLUFIN's trademark applications or registrations on the grounds of likelihood of confusion, dilution, false suggestion of a connection, deception, or any other causes of action based on the perceived similarities of the marks.
19. This Agreement shall be construed and the relationship of the parties determined in accordance with the laws of the state of New York, USA.

20. This instrument contains the entire and only Agreement between the parties and shall not be varied, amended, or supplemented except by a writing of subsequent or even date executed by authorized representatives of both parties.

21. If part of this Agreement is held unenforceable or invalid, it shall not affect the enforceability of the other parts of the Agreement or the total Agreement.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed in duplicate originals by its duly authorized representative.

Molnari, Inc.

Blufin, S.p.A.

10/15/08 Giamid Amari 11/1/09
Date Signature Date
Title: President

[Signature]
Signature
Title: President

APPENDIX A

MOLNARI, Inc. shall amend its pending trademark applications as follows. Items to be cancelled are displayed with ~~strike through~~. Information to be added is displayed in *italics*.

MOLNARI WINGED LION, SERIAL NO. 77/059,406

Filed: December 7, 2006

IC 009 G & S: ~~Eyewear accessories, namely, straps, neck cords and head straps which restrain eyewear from movement on a wearer;~~ Helmets for motorcyclists; ~~Motorcycle goggles;~~ Motorcycle helmets; Mouse pads; ~~Protective eyewear and component parts thereof;~~ Protective face-shields for protective helmets; Protective helmets; ~~Safety eyewear~~

IC 025 G & S: Bandanas; Beanies; ~~Gloves;~~ ~~Gloves including those made of skin, hide or fur;~~ Jogging suits; Motorcycle gloves; ~~Polo shirts;~~ Riding gloves; ~~Rugby tops;~~ ~~Shirts;~~ Short-sleeved or long-sleeved *t-shirts bearing winged lion logo for use by company or franchise employees; maintenance shirts bearing winged lion logo for use by company or franchise employees;* Ski gloves; Snowboard gloves; ~~Sweat shirts;~~ ~~T-shirts~~

MOLNARI WINGED LION, SERIAL NO. 78/733,617

Filed: October 14, 2005

~~IC 009 G & S: Cases for spectacles and sunglasses; Frames for spectacles and sunglasses; Lenses for sunglasses; Sunglass lenses; Sunglasses-~~

IC 018 G & S: *Hard-sided Briefcases made of carbon or Kevlar, not of leather;* Key-cases of leather and skins; ~~Leather;~~ ~~Leather and imitation leather bags;~~ ~~Leather bags for merchandise packaging;~~ ~~Leather bags,~~ suitcases and wallets; ~~Leather briefcases;~~ ~~Leather cases;~~ ~~Leather cases for keys;~~ ~~Leather handbags;~~ Leather key cases; Leather key chains; ~~Leather~~

~~purses; Overnight suitcases; Small suitcases; Suitcases; Hard-Sided~~
~~Traveling cases of leather made of carbon or Kevlar, not of leather;~~
~~Umbrellas; Wallets; Wallets with card compartments~~

IC 025 G & S: Belts; Bibs not of cloth or paper; Caps; Children's and
infants' cloth bibs; Cloth bibs; ~~Denims~~; Hat bands; ~~Hats; Headgear, namely,~~
~~hats, caps; Heavy jackets; Hoods; Jackets; Jerseys; Jogging pants; Leather~~
~~belts; Leather bomber or aviation jackets bearing the winged lion logo;~~
~~Leather shoes; Light-reflecting jackets; Long jackets; Men and women~~
~~jackets, coats, trousers, vests; Pants; Rubber shoes; Shifts; Shoes not made~~
~~of leather; Short sets; Shoulder wraps; Ski pants; Snow pants; Sweat pants;~~
~~Tennis shoes not made of leather; Ties; Tops; Track pants; Waterproof~~
~~jackets and pants; Wraps; wind-breakers; rubber boots; heavy-duty~~
~~maintenance boots~~

UNITED STATES PATENT AND TRADEMARK OFFICE
Trademark Trial and Appeal Board
P.O. Box 1451
Alexandria, VA 22313-1451

Mailed: March 25, 2009

Opposition No. 91181516

Blufin, S.p.A.

v.

Molnari, Inc.

Janice D. Hyman, Paralegal Specialist:

Applicant's consented motion filed February 9, 2009 to suspend proceedings is granted.

Because the parties are negotiating for possible settlement of this case, proceedings herein are suspended until three months from the mailing date of this action, subject to the right of either party to request resumption at any time. See Trademark Rule 2.117(c).

In the event that there is no word from either party concerning the progress of their negotiations, upon conclusion of the suspension period, proceedings shall resume without further notice or order from the Board, upon the schedule set out below.

Proceedings Resumed	6/26/2009
Discovery Closes	9/26/2009
Plaintiff's Pretrial Disclosures	11/10/2009
Plaintiff's 30-day Trial Period Ends	12/25/2009
Defendant's Pretrial Disclosures	1/9/2010

Opposition No. 91181516

Defendant's 30-day Trial Period Ends	2/23/2010
Plaintiff's Rebuttal Disclosures	3/10/2010
Plaintiff's 15-day Rebuttal Period Ends	4/9/2010

In each instance, a copy of the transcript of testimony together with copies of documentary exhibits, must be served on the adverse party within thirty days after completion of the taking of testimony. Trademark Rule 2.125.

Briefs shall be filed in accordance with Trademark Rule 2.128(a) and (b). An oral hearing will be set only upon request filed as provided by Trademark Rule 2.129.

If, during the suspension period, either of the parties or their attorneys should have a change of address, the Board should be so informed.

Amendments to Trademark Application Number 77/059406

Items to be deleted are displayed with ~~strike through~~.
Information to be added is displayed with underline.

IC 009 Goods & Services:

~~Eyewear accessories, namely straps neck cords and head straps which restrain eyewear from movement on a wearer;~~ Helmets for motorcyclists; ~~Motor cycle goggles;~~ Motor cycle helmets; Mouse pads; ~~Protective eyewear and component parts thereof;~~ Protective face-shields for protective helmets; Protective helmets; ~~Safety eyewear~~

IC 025 Goods and Services:

Bandanas; Beanies; ~~Gloves;~~ ~~Gloves including those made of skin, hide or fur;~~ Jogging suits; Motorcycle gloves; ~~Polo shirts;~~ Riding gloves; ~~Rugby tops;~~ ~~Shirts;~~ Short-sleeved or long-sleeved t-shirts bearing winged lion logo for use by company or franchise employees; Maintenance shorts bearing winged lion logo for use by company or franchise employees; Ski gloves; Snowboard gloves; ~~Sweat shirts;~~ ~~T-shirts~~